

EXHIBIT F

EXECUTION VERSION

Highly Confidential

**CITIGROUP GLOBAL MARKETS INC.
388 Greenwich Street
New York, New York 10013**

May 10, 2012

Houghton Mifflin Harcourt Publishers Inc.
HMH Publishers LLC
Houghton Mifflin Harcourt Publishing Company
222 Berkeley Street
Boston, MA 02116

Attention: Eric Shuman
Chief Financial Officer

AGENCY FEE LETTER

Ladies and Gentlemen:

Reference is made to the Fee Letter dated the date hereof (the "Fee Letter") and, together with this letter agreement (the "Agency Fee Letter") shall collectively constitute the Fee Letter referred to in the Commitment Letter) among Houghton Mifflin Harcourt Publishers Inc., HMH Publishers LLC and Houghton Mifflin Harcourt Publishing Company (collectively, the "Company") and Citigroup Global Markets Inc. Terms used but not defined in this Agency Fee Letter have the meanings assigned thereto in the Fee Letter.

As consideration for Citi's commitment under the Commitment Letter to provide the Credit Facilities and Citi's services in structuring and arranging the Credit Facilities, the Company will pay (or cause to be paid) to Citi (in addition to the fees set forth in the Fee Letter):

(a) in the case of the ABL Facility, for Citi's account, an administrative agent and collateral agent's fee in the amount of \$100,000 per year payable annually in advance beginning on the Closing Date (it being understood that such fee shall be in addition to reimbursement of Citi's expenses and be prorated for partial periods);

(b) in the case of the Term Loan Facility, for Citi's account, an administrative agent and collateral agent's fee in the amount of \$75,000 per year payable annually in advance beginning on the Closing Date (it being understood that such fee shall be in addition to reimbursement of Citi's expenses and prorated for partial periods); and

(c) for Citi's account, a fee equal to [] which will be earned and due and payable on the final allocation of the Term Loan Facility following Successful Syndication.

The fees referred to above shall be payable in immediately available funds to Citi in U.S. dollars free and clear of and without deduction for any and all present or future applicable taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto (with appropriate gross-up for withholding taxes). Once paid, the fees shall not (except as set forth above) be refundable under any circumstances.

This Agency Fee Letter is for the Company's confidential use only and will not, without the prior agreement of Citi, be disclosed by the Company to any person, other than to (x) the Company's affiliates and its and their respective officers, directors, employees, advisors, agents and representatives, and (y) the legal and financial advisors for the Ad Hoc Committee, and any individual member of the Ad Hoc Committee that, in each case, has agreed to maintain this Agency Fee Letter and its terms on a confidential basis, and then only on a confidential and "need to know" basis in connection with the transactions contemplated hereby, and have further agreed not to use the Agency Fee Letter or any of the terms hereof for any purpose other than for consideration of Credit Facilities identified in the Commitment Letter; provided, however, that the Company may make such public disclosures of the terms and conditions hereof (i) as the Company is required by law or compulsory legal process, under advice of the Company's counsel, to make, and (ii) to the extent necessary to obtain required approval from the Bankruptcy Court for the Credit Facilities, provided that the Company agrees to use its commercially reasonable efforts to prevent the contents of this Agency Fee Letter from becoming publicly available, including, without limitation, by the filing of a motion or an ex parte request pursuant to Sections 105(a) and 107(b) of the Bankruptcy Code and Bankruptcy Rule 9018, as applicable, in each case seeking an order of the Bankruptcy Court authorizing the Company to file this Agency Fee Letter under seal, and use commercially reasonable efforts to take such other actions as Citi may reasonably request to preserve the confidentiality of this Agency Fee Letter in connection with any such disclosure. The provisions contained in this paragraph shall remain in full force and effect notwithstanding the termination of the Fee Letter or Commitment Letter.

This Agency Fee Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by Citi and the Company. This Agency Fee Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Agency Fee Letter by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart hereof. This Agency Fee Letter shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

Please indicate your acceptance of the provisions hereof by signing the enclosed copy of this Agency Fee Letter and returning it to Thomas Halsch of Citigroup Global Markets Inc., 388 Greenwich Street, New York, New York 10013, 19th Floor (fax: 646-358-3784) concurrently with your execution and delivery of the Fee Letter.

If you elect to deliver this Agency Fee Letter by fax or electronic transmission, please arrange for the executed original to follow by next-day courier.

Very truly yours,

CITIGROUP GLOBAL MARKETS INC.,

By: _____
Name:
Title:

Accepted and agreed to as of
the date first written above:

HOUGHTON MIFFLIN HARCOURT PUBLISHERS INC.

By _____
Name:
Title:

HMH PUBLISHERS LLC

By _____
Name:
Title:

HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY

By _____
Name:
Title: